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PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

1) General

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

1) Air Quality

- A) The Concessioner will minimize impacts to air quality in maintenance under this contract through the use of appropriate control equipment and practices.
- B) The Concessioner will use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel) accepted as permitted by the Service.
- C) The Concessioner will not use halon fire suppression systems except as permitted by the Service.

2) Environmentally Preferable Products, Materials and Equipment

- A) The Concessioner will use products, materials and equipment that are environmentally preferable where feasible in maintenance. Environmentally preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- B) The concessioner will use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

3) Hazardous Substances

- A) The Concessioner will minimize the use of hazardous substances for maintenance purposes under this Contract where feasible.
- B) The Concessioner will provide secondary containment for hazardous substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner will provide secondary containment for hazardous substances located in outside storage areas and in interior storage areas in the proximity of exterior doorways or floor drains, on docks or vessels.
- C) The Concessioner will provide an inventory of hazardous substances to the Service annually in accordance with Section 6(d) (1) of the Contract. The inventory will identify each substance, location and amounts stored.

4) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- A) The Concessioner will minimize the generation of hazardous, universal and miscellaneous maintenance waste where feasible.
- B) The Concessioner will recycle hazardous, universal, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- C) Concessioner will obtain approval from the Service for hazardous, universal, and miscellaneous maintenance waste storage area siting and designs.

- D)** If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it will follow small quantity generator (SQG) regulations related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E)** The Concessioner will manage universal wastes (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.
- F)** The Concessioner will address hazardous, universal and miscellaneous maintenance wastes in its inventory of waste streams which is required annually in accordance with Section 6(d) (1) of the Contract. The inventory will identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.

5) Pest Management

The Concessioner will conduct any pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan. These procedures include but are not limited to Park approval before the use of any chemical pesticides by the Concessioner or its contractor, proper pesticide storage, application and disposal, and pesticide use reporting.

6) Solid Waste

A) Litter Abatement

- (1) The Concessioner will develop, promote and implement a litter abatement program and provide litter free messages on appropriate materials and in appropriate locations.
- (2) The Concessioner will keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

B) Solid Waste Storage and Collection and Disposal

- (1) The Concessioner is responsible for providing, at its own expense, an effective system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (2) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations will be adequately bagged, tied and stored in sealed containers.
- (3) Solid waste collection and disposal will be conducted on a schedule approved by the Service, at a rate as necessary to prevent the accumulation of waste.
- (4) Solid waste that is not recycled will be properly disposed at an authorized sanitary landfill or transfer station.

C) Solid Waste Receptacles

- (1) The Concessioner will locate its solid waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner will not allow waste to accumulate in containers to the point of overflowing.
- (2) Outdoor receptacles must be waterproof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).
- (3) The Concessioner will keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All solid waste containers will remain closed when containers are not in use.
- (4) Concessioner bulk solid waste storage/accumulation facilities will be screened from the public.

D) Solid Waste Source Reduction and Recycling

- (1) The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner is encouraged to reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.
- (3) The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These may include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. It may also include large items such as computers and other electronics, white goods and other bulky items and others.
- (4) The Concessioner will make recycling receptacles available to the public and Concession employees.
- (5) Recycling containers will be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors. It is encouraged that lids are provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
- (6) The Concessioner will remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services.

E) Composting

- (1) The Concessioner will use solid waste composting as a waste management method if feasible.
- (2) The Concessioner composting system will be animal-proof and Service-approved.

F) Solid Waste Inventory

- (1) The Concessioner will address solid waste in its inventory of waste streams which is required annually in accordance with Section 6(d) (1) of the Contract. The inventory will identify waste types including trash, each category of recyclables, green waste, construction debris, and other solid waste streams. The inventory will specify amount generated by weight, annually.

7) Water and Energy Efficiency

- A)** The Concessioner will consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- B)** In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices will be consistent with water and energy efficiency standards established for federal facilities and operations where feasible.
- C)** As new technologies are developed, the Concessioner will assess these opportunities and integrate them into existing operations where feasible and there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

8) Wastewater

- A)** The Concessioner will minimize impacts to water quality in maintenance under this contract through the use of appropriate control equipment and practices.

- B)** The Concessioner will prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- C)** The Concessioner will maintain assigned wastewater treatment systems (i.e., oil-water separators, grease traps) on a frequency adequate to ensure proper operation to maintain wastewater quality. The Concessioner will maintain maintenance log for this wastewater treatment equipment which will be made available to the Service upon request.
- D)** The Concessioner will minimize the storage of equipment and materials on the Assigned Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

9) Fuel Storage Tanks

- A)** The Concessioner will maintain leak detection methods and/or systems for all Concessioner-assigned fuel tanks including underground storage tanks (USTs) and aboveground storage tanks (ASTs), associated equipment such as underground and aboveground piping, hoses, and dispensing systems. Methods and systems will be approved by the Service.
- B)** The Concessioner will provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- C)** The Concessioner will provide breakaway devices for all fuel dispensing system hoses.
- D)** The Concessioner will provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate. (Propane and natural gas systems are excluded).
- E)** The Concessioner will submit all plans for Service approval prior to starting any work involving fuel UST or AST systems, tank, soil or ground water remediation.